

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In Re:	Bankruptcy Case No. 19-30088 (DM)
PG&E Corporation	Chapter 11
-and-	(Lead Case) (Jointly Administered)
Pacific Gas & Electric Company,	VONWIN CAPITAL MANAGEMENT,
Debtors.	LP'S RESPONSE IN OPPOSITION TO
	REORGANIZED DEBTORS'
	FOURTEENTH OMNIBUS OBJECTIONS
	TO CLAIMS (BOOKS AND
	RECORDS CLAIMS)
Affects both Debtors	Date: October 28, 2020
	Time: 10:00 a.m. (Pacific Time)
* <i>All papers shall be filed in the Lead Case,</i>	Place: (Telephonic Appearance Only)
<i>19-30088 (DM)</i>	United States Bankruptcy Court
	Courtroom 17, 16 th Floor
	San Francisco, CA 94102

VonWin Capital Management, LP ("VonWin"), a creditor in the above-referenced bankruptcy case, hereby submits its Response to Reorganized Debtors' Fourteenth Omnibus Objection to Claims (Books and Records Claims) [Docket No. 9070] (the "Objection"). In support of the Response, VonWin submits the Declaration of Eva Friedberg Isaak, filed contemporaneously herewith.

1. Evari GIS Consulting, Inc. ("Evari") timely filed proof of claim no. 2251 against Pacific Gas and Electric Company in the amount of \$28,645.49 (the "Claim") for professional GIS services performed. A copy of the proof of claim is attached hereto as **Exhibit A**.

2. Evari transferred the Claim to VonWin as set forth in the notice of transfer filed at Docket No. 2282.

3. On September 17, 2020, the Reorganized Debtors filed the Objection, and included the Claim as one of the claims to which the Reorganized Debtors were objecting. The stated reason for the Objection is that the amount claimed contradicts the Reorganized Debtor's books and records. In the Objection, the Reorganized Debtors request that the Claim be disallowed in its entirety.

4. After reviewing the Objection, VonWin determined that the Claim was partially satisfied by cure payments made by the Reorganized Debtor in connection with its assumption of executory contracts, and that the outstanding amount owed by the Reorganized Debtors is \$19,040.20.

6. In response to VonWin's request for an explanation of the proposed disallowance, the Reorganized Debtors informed VonWin that invoice #548 in the sum of \$19,040.20 (which was filed with Evari's proof of claim) was "cancelled" due to an unspecified problem with the relevant purchase order.

7. Invoice #548 is for certain GIS professional services rendered by Evari during the billing period of December 1, 2018 through December 31, 2018. Evari provided geographic information services for Pacific Gas and Electric Company ("PG&E") in the East Bay area. Specifically, Evari provided data collection, data verification and data delivery services on 2,294 streetlights in the Town of Discovery Bay, City of Antioch, Country of Contra Costa, City of Oakley, City of Pittsburg, Caltrans and the City of Brentwood. Evari collected data concerning, *inter alia*, wattage, pole type and pole material. Evari also developed and maintained mapping dashboards for PG&E project stakeholders and hosting services for overall project progress management. Invoice #548 was submitted by Evari through the Reorganized Debtor's normal invoice processing system.

8. The Reorganized Debtors have failed to provide any basis for the cancellation of the invoice or any evidence that substantiates the stated reasons for the Objection to the Claim.

9. To the contrary, on December 21, 2018, PG&E *expressly approved* invoice #548 for payment. See the email from PG&E to Evari attached hereto as **Exhibit B**.

10. The supporting documentation attached hereto unequivocally demonstrate that invoice #548 is a liability of the Reorganized Debtors, and that Claim should be allowed in the unpaid amount of \$19,040.20.

11. On October 12, 2020, the Reorganized Debtors informally advised VonWin that the issue with the purchase order for invoice #548 has been fixed, and that the Claim will be allowed in the amount of \$19,040.20. While VonWin anticipates being able to resolve the Objection consensually, this Response is being submitted for the purpose of preserving our rights and opposing treatment of the Claim as proposed in the Objection.

WHEREFORE, VonWin respectfully requests that this Court deny the relief requested in the Objection and allow the Claim as a general unsecured claim against Pacific Gas and Electric Company in the revised amount of \$19,040.20.

Respectfully submitted,

Dated: October 13, 2020

VONWIN CAPITAL MANAGEMENT, L.P.

By:



Daniel Reishelscheimer, Esq.

General Counsel

VonWin Capital Management, L.P.

261 Fifth Avenue, Fl. 22

New York, NY 10016

T: (212) 897-9400

E: dr@vonwincapital.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In Re:	Bankruptcy Case No. 19-30088 (DM)
PG&E Corporation	Chapter 11
-and-	(Lead Case) (Jointly Administered)
Pacific Gas & Electric Company,	DECLARATION OF EVA FRIEDBERG ISAAK IN SUPPORT OF RESPONSE IN OPPOSITION TO REORGANIZED DEBTORS' FOURTEENTH OMNIBUS OBJECTIONS TO CLAIMS (BOOKS AND RECORDS CLAIMS)
Debtors.	
Affects both Debtors	Date: October 28, 2020
* <i>All papers shall be filed in the Lead Case, 19-30088 (DM)</i>	Time: 10:00 a.m. (Pacific Time)
	Place: (Telephonic Appearance Only)
	United States Bankruptcy Court
	Courtroom 17, 16 th Floor
	San Francisco, CA 94102

I, Eva Friedberg Isaak, declare as follows:

1. I am Director of Finance and Human Resources for Evari GIS Consulting, Inc.
("Evari").
2. I submit this Declaration in support of VonWin Capital Management, L.P.'s Response to Reorganized Debtors' Fourteenth Omnibus Objection to Claims (Books and Records Claims) [Docket No. 9070] filed contemporaneously herewith.
3. In my current position, I am responsible for the collection of outstanding invoices owed to Evari. I am generally familiar with Evari's operations, the services provided to the Reorganized Debtors and the invoices generated through the Reorganized Debtors' invoice

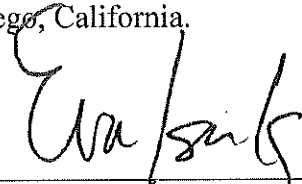
processing systems. I have personal access to the invoice processing system and have reviewed the invoices currently outstanding as owed by Reorganized Debtors.

4. I have reviewed the Response and it accurately states the facts concerning the Evari's invoices and the amounts still owed by the Reorganized Debtors.

5. I declare that the invoice submitted to the Reorganized Debtors' invoice processing system in the amount of \$19,040.20 remains unpaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 13th day of October, 2020 at San Diego, California.



Eva Friedberg Isaak
Director of Finance and Human Resources
Evari GIS Consulting, Inc.
3047 University Ave
Box 3, Suite 201
San Diego, CA 92104
858.633.7447

EXHIBIT A

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Evri GIS Consulting, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Eva Friedberg Isaak 3060 University Ave San Diego, CA 92104	Where should payments to the creditor be sent? (if different) Contact phone <u>858-633-7447</u> Contact email <u>eva@sdgis.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$28,645.49. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Professional GIS Services performed as demonstrated in attached contracts and invoices

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_____) that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Eva Isaak
Eva Isaak (Apr 10, 2019)

Email: eva@sdgis.com

Signature

Print the name of the person who is completing and signing this claim:

Name	Eva Jessica Isaak		
	First name	Middle name	Last name
Title	Business Manager		
Company	Evairi GIS Consulting, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	3060 University Ave		
	Number	Street	
	San Diego	CA	92104
	City	State	ZIP Code
Contact phone	8586337447	Email	eva@sdgis.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Modified Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://restructuring.primeclerk.com/page>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

PG&E Corporation Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Statement

Date

4/9/2019

To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: John Sofranac

				Amount Due	Amount Enc.
				\$28,645.49	
Date	Transaction			Amount	Balance
12/30/2018	Balance forward				-1,507.11
12/31/2018	2018 Contract- INV #548. Due 02/14/2019.			19,040.20	17,533.09
01/31/2019	2019- Field Audits- INV #570. Due 03/17/2019.			409.50	17,942.59
01/31/2019	2019- Systemwide LED Conversions (Decor)- INV #567. Due 03/17/2019.			1,036.50	18,979.09
01/31/2019	2019 -SF Historical Golden Triangle SL- INV #569. Due 03/17/2019.			222.00	19,201.09
01/31/2019	2019 -Time CCSF LED Conversions- INV #568. Due 03/17/2019.			935.00	20,136.09
01/15/2019	2019 Inventory- INV #564. Due 03/01/2019.			7,254.20	27,390.29
12/31/2018	San Francisco- INV #547. Due 02/14/2019.			28,377.70	55,767.99
01/07/2019	PMT			-27,810.15	27,957.84
01/07/2019	Discount			-567.55	27,390.29
				</	



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
12/31/2018	548

Bill To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: Maylen Yue

Billing Period	Dec. 1- Dec. 31, 2018
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P.O. No.	Terms	Project
2700043837	2% 15, net 45	2018 Contract

Quantity	Description	Rate	Amount
1	Eastbay Cities Audited Dec. 1 - Dec. 31, 2018	19,040.20	19,040.20
	477 - Town of Discovery Bay		
	374 - City of Antioch		
	315 - County of Contra Costa		
	146 - City of Oakley		
	206 - City of Pittsburgh		
	42 - Caltrans		
	20 - City of Brentwood		
	115 - Blank		
	599 - Privately Owned (HOA, customer, etc)		
	Total : 2,294 @ \$8.30 = \$19,040.20		
	Total lights audited as of Dec. 31, 2018: 104,513		

Thank you for your business.

Make all checks payable to EVARI GIS Consulting, Inc. We now accept credit cards for payments below \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total

\$19,040.20



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
1/31/2019	570

Bill To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: Maylen Yue

Billing Period	Jan. 1 - Jan. 31, 2019
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P.O. No.	Terms	Project
2700214882	2% 15, net 45	2019- Field Audits

Quantity	Description	Rate	Amount
2.73	Field Audits Requested by: Ryan Service Provided: Provided Master Shape File for all field data gathered since start of Inventory project Carl Sorenson (GIS Administrator) Jan 2019 Total: \$409.50 YTD Total: \$409.50 Remaining on Project: \$14,590.50	150.00	409.50

Thank you for your business.

Make all checks payable to EVARI GIS Consulting, Inc. We now accept credit cards for payments below \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total**\$409.50**



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
1/31/2019	567

Bill To:

PG&E 245 Market Street, N10D San Francisco, CA 94105 ATTN: Maylen Yue	
Billing Period	Jan. 1 - Jan. 31, 2019

P.O. No.	Terms	Project
2700214882	2% 15, net 45	2019- Systemwide L...

Quantity	Description	Rate	Amount
	Systemwide LED Conversions (Decorative)		
	Requested by: Alfred Chan		
	Service Provided: Formatting/finalizing field collected data for LS1 and OL1 lights for the offices listed. Preparing deliverable in .mdb form for review.		
15.43	Tim McVey (GIS Analyst) Office of XT Stockton	100.00	1,543.00
36.12	Tim McVey (GIS Analyst) Office of TK Fresno	100.00	3,612.00
3.2	Kristie Ashby (GIS Analyst) Office of XT Stockton	100.00	320.00
1	Kristie Ashby (GIS Analyst) Office of TK Fresno	100.00	100.00
	Support hours provided on previously audited area (55.75 hours no charge)	-5,575.00	-5,575.00
	Requested by: Jon and Maylen		
	Service Provided: Load lights into collector (Kings County Opted In Cobraheads) and review requests		
6.04	Carl Sorenson (GIS Analyst)	150.00	906.00
0.87	Tyler Packett (Tech and Innovation Lead)	150.00	130.50
	Jan 2019 Total: \$1,036.50 YTD Total: \$1,036.50 Remaining on Project: \$68,963.50		

Thank you for your business.

Make all checks payable to EVARI GIS Consulting, Inc. We now accept credit cards for payments below \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total

\$1,036.50



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
1/31/2019	569

Bill To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: Maylen Yue

Billing Period:	Jan. 1 - Jan. 31, 2019
-----------------	------------------------

P.O. No.	Terms	Project
2700214882	2% 15, net 45	2019 -SF Historical ...

Quantity	Description	Rate	Amount
2.22	SF Historical Golden Triangle Streetlight Replacements Requested by: Maylen Service Provided: Update Golden Triangle Map Carl Sorenson (GIS Administrator) Jan 2019 Total: \$222.00 YTD Total: \$222.00 Remaining on Project: \$4,778.00	100.00	222.00

Thank you for your business.

Make all checks payable to EVARI GIS Consulting, Inc. We now accept credit cards for payments below \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total

\$222.00



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
1/31/2019	568

Bill To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: Maylen Yue

Billing Period	Jan. 1 - Jan. 31, 2019
----------------	------------------------

P.O. No.	Terms	Project
2700214882	2% 15, net 45	2019 -Time CCSF L...

Quantity	Description	Rate	Amount
	CCSF LED Conversions Requested by: Jon and Maylen Service Provided: District 3 Data clean up to send for review and December billing adjustment data.		
2.33	Josh Edge (GIS Analyst)	100.00	233.00
4.68	Carl Sorenson (GIS Administrator)	150.00	702.00
Jan 2019 Total: \$935.00 YTD Total: \$935.00 Remaining on Project: \$69,065.00			

Thank you for your business.

Make all checks payable to EVARI GIS Consulting, Inc. We now accept credit cards for payments below \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total

\$935.00



EVARI

GIS Consulting

3060 University Avenue
San Diego, CA 92104

Invoice

Date	Invoice #
1/15/2019	564

Bill To:

PG&E
245 Market Street, N10D
San Francisco, CA 94105
ATTN: John Sofranac

Project	EBay Streetlight Inventory
---------	----------------------------

P.O. No.	Terms
2700203621	2% 15, net 45

Quantity	Description	Rate	Amount
	874 lights audited @ \$8.30/per fixture = \$7254.20 Lights revisited throughout 2018 audit	7,254.20	7,254.20

Thank you for your business.

We now accept credit cards for payments under \$10,000. Please contact us to send invoice to pay by credit card. Overdue accounts subject to a service charge of 1% per month.

Total

\$7,254.20



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C3993 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. (C787) 4400009732 dated May 19, 2015 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: Evari GIS Consulting, Inc.

Total Number of Pages: 9

Contractor's Address: 3060 University Avenue
San Diego, CA 92104

Project Name: LS-1 Streetlight Audit Services

Job Location: Various PG&E Service Locations

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in the Attachment 1, Statement of Work, and in accordance with the guidelines and standards of the MSA.

As required by the California Public Utilities Commission, PG&E performs field audits of unmetered streetlights within its service area that are either owned by PG&E or its customers. Contractor shall provide audit services and data collection for approximately 120,000 PG&E-owned and customer-owned streetlights in different billing offices within PG&E's service territory. The data shall be submitted to PG&E for review, reconciliation and to update customer streetlight billing and mapping records.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1 Statement of Work, Pages 3 through 8
Attachment 2 Exhibit 1-A, Page 9

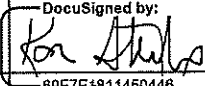
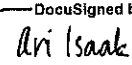
CWA TERM: This CWA is effective upon signature by both parties and expires on December 31, 2018. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of December 31, 2018.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$1,000,000 Not to Exceed Based on Unit Pricing

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: EVARI GIS CONSULTING, INC.	
Signature	DocuSigned by: 	Signature	DocuSigned by: 
Name	Karen Sterling	Name	Ari Isaak
Title	Portfolio Manager, ED Sourcing	Title	Founder and CEO
Date	12/20/2017	Date	12/20/2017



Contract Work Authorization

CWA No. C3993
Page 2 of 9

ADMINISTRATION			
PG&E Negotiator	Lyn Blowe	Contractor Representative	Ari Isaak
Phone	925.459.8016	Phone	858.633.6447
Email	C6b7@pge.com	Email	ari@sdqis.com
Accounting Reference	31221461		
PG&E Work Supervisor:	Maylen Yue (MXY8)	Phone: 415.260.7965	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Daina Montgomery DUM8@pge.com 245 Market Street, Mail Code N9L San Francisco 94105 415.973.2227	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay .		
	*Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input checked="" type="checkbox"/> Work Supervisor Maylen Yue (MXY8)	<input type="checkbox"/> Manager
	<input checked="" type="checkbox"/> Invoice Approver John Sofranac (JRSf)	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Streetlight Audit Services - PG&E-Owned and Company-Owned (Jan 2018 - Dec 2018)

Statement of Work

1.0 BACKGROUND / PROJECT SUMMARY

As required by the California Public Utilities Commission, PG&E performs field audits of unmetered streetlights within its service area that are either owned by PG&E or its customers. In order to continue to perform this work, Evari GIS Consulting (Contractor) shall provide audit services and data collection for approximately 120,000 PG&E-owned and customer-owned streetlights in different billing offices within PG&E's service territory. The data shall be submitted to PG&E for review, reconciliation and to update customer streetlight billing and mapping records.

2.0 WORK LOCATION

Contractor shall perform services at various locations. Contractor's primary place of business is located at 3060 University Avenue, San Diego, CA 92104.

3.0 DEFINITIONS

Amazon: Amazon.com, Inc. is an American electronic commerce company with headquarters in Seattle, Washington. It is also a major provider of cloud computing services

Environmental Systems Research Institute (ESRI): International supplier of Geographic Information System (GIS) software, web GIS and geodatabase management applications

Geographic Information System (GIS): Any information system that integrates, stores, edits, analyzes, shares, and displays geographic information.

4.0 PROJECT SCOPE

Contractor shall complete an audit on approximately 120,000 street lights in the PG&E service territory.

The following tasks shall be performed by Contractor:

4.1 Task 1: Data Preparation (Geocoding of Data and Determination of Audit Boundary):

Contractor shall first programmatically clean and geo-code the raw data provided by PG&E so a point can be created by GIS software at a location close to the streetlight's anticipated geographic location. If there are streetlight records that cannot be plotted this way, Contractor shall manually modify the addresses and leave the remaining records for the field inventory team to collect. Each point will be labeled with the original descriptive address in case the light is plotted on the opposite side from an address. Once all lights are geocoded, Contractor shall work with PG&E staff to identify an agreed upon audit boundary.

Deliverables:

None

4.2 Task 2: Systems Architecture Document Creation and Server Deployment


Contractor shall write a Systems Architecture document which identifies the target end users and all the various facets of the system to put into place. It bridges the gap between how an end user interacts with the system and the technical details of implementing the solution. Contractor shall clarify in detail all Geographic data and tables, domains, subtypes, mapping services, regularly run processes, web applications and reporting mechanisms which will comprise the system.

Based upon the requirements outlined in the Systems Architecture document, Contractor shall build the functionality into a development server running in the US West Oregon region of Amazon Elastic Compute Cloud. Once the development environment is in place, Contractor shall deploy the production server. The new production GIS database will be placed in a central repository on a cloud server physically located in Oregon. ESRI's ArcGIS Server software will be installed and configured to publish the streetlight data in the form of mapping services. The data will be accessible through 1) a publicly available website that is

password-protected, 2) through a fleet of mobile devices deployed to Contractor audit crews and 3) through daily exported spreadsheets. Both map viewers will show the same data, but the data will only be editable through the mobile devices. This system architecture is fully supported by ESRI and Amazon.

The website will be easy to use and navigate (featuring an interface similar to Google Maps) and will clearly show the real-time "status" of each street light. It will be accessible through any modern smartphone, tablet or browser on a desktop. The website will give the Project Manager and other stakeholders access to literally see into the real-time progress of the project. Users will be able to select a GIS point and view current tabular data associated with it. Tabular data will include:

Data	Examples	Method to calculate/collect
Status	To Be Audited, Audited, Reaudit, QC Light, QCed	Either manually changed or calculated programatically. Used by Contractor to manage progress.
Keywords	150Hps, Tree, FX2, FX3	Entered manually, this text is used to streamline data entry. Potentially a dropdown.
All data from PGE	PgeOFFICE, PgePERSONNAME, PgeACCTNUM, PgeBADGENUM, PgeFX_CODE, PgeSTATUS, PgeSTATUSFLAG, PgeREC_DATE, PgeRET_DATE, PgeINS_DATE, PgeREM_DATE, PgeCOP_DATE, PgeDESC_ADDR, PgeMAPNUMBER, PgeRATE_SCHED, PgeITEM_CODE, PgeOP_SCHED, PgeSERVICE, PgeFX_MAN, PgePOLE_TYPE, PgePOLE_LGTH, PgeSUSPENSION, PgePOLE_USE, PgeSP_ID, PgeSA_ID, PgePREM_ID, PgeTOT_CODE, PgeTOT_TERR, PgeINV_DATE, PgeINV_BY, PgeSPITEMHIST, PgeUNIQUESPID, PgeGIS_ID	Included in published GIS data at beginning of process. "Pge" preface is used to keep track of where data originated from.
PgeFile	Red Bluff, Redding, Auburn, Placerville, Willow Creek, Geyserville, Fort Bragg, Guerneville, Santa Rosa, Colusa, Dinuba, Fresno, Madera, Wasco.	Used to keep track of which file data originated from
Model (ObsModel)	Cobra, posttop, gateway	Default is Cobra. Dropdown driven.
Type (ObsType)	Sodium Vapor, HPS, Incandescent, Low Pressure Sodium, Metal Halide, Mercury Vapor, Induction, LED	Precalculated from PgeItemCode. Confirmed or collected through field observation based on NEMA Sticker.

Wattage (ObsWatt)	0, 5, 35, 50, 55, 58, 70, 80, 85, 90, 92, 100, 120, 135, 150, 165, 175, 180, 189, 200, 250, 295, 310, 620, 700, 1000, Other	Precalculated from PgItemCode. Confirmed or collected through field observation based on NEMA Sticker.
BadgeNumber (ObsBadge)	61124, WTE28	Precalculated from PgBADGENUM. Confirmed in the field.
UndergroundService (ObsUnder)	Y, N	Precalculated based on PgSERVICE.
PoleType (ObsPoleType)	Aluminum, Cast Iron, Concrete, Fiberglass, Galvanized, Standard Wood, Steel, Other, Unknown	Precalculated based on PgPoleType.
PoleHeight (ObsPoleHeight)	12-15 FT, 16-19 FT, 20-24FT, 25-29 FT, 30- 34 FT, 40FT, NONE, OTHER, OVER 40 FT	Precalculated based on PgPOLE_LGTH.
PoleUse (ObsPoleUse)	CUST OWNED, DISTRIBUTION, NON, ST LIGHT ONLY, UNKNOWN	Precalculated based on PgPOLE_USE.
Attachments	[check all that apply] Traffic Light, Pedestrian Light, Traffic Sign, Banner, Camera, Antenna, Meter Wires, Other	- Manual through field observation - Drop down driven - Picture(s) of all Attachments
Hand Hole Cover	Missing: Y/N	Field observation
Clam Shell	Missing: Y/N	Field observation
Field Pictures of facilities that need to be reviewed by PG&E due to safety or special reasons	 Attachments Wiring Issues Missing Hand Hole Covers Leaning or damaged poles Corroded poles and clam shells	Manual through field observation
Freehand Notes (optional)	"Maybe hard to access with bucket truck because 30 feet off street. Point location accurate"	Manual through field observation

XY Coordinate (in Lat/long)	40.97655807, -73.81925831	Programmatically calculated based upon point location.
Link to Google Maps/Streetview	https://maps.google.com/maps?q=40.98311458,-73.82240633	Programmatically calculated based upon point location.
Closest Street Address	CANTANIA CT 51, S JEFFERSON ST 180' NO ELFRADA CROSSING ST WS	Calculated Programmatically using US Census Locator. Manually written if far from
Table Notes: Green shaded Attributes will be explicitly collected at the fixture		

Deliverables:

- Systems Architecture Document
- Production GIS database available through website

4.3 Task 3: Field Audit

Contractor auditors shall drive all streets within the boundary area to collect data on all street lights. At each pole Contractor auditors shall confirm or collect Model, Type, Wattage, BadgeNumber, UndergroundService, PoleType, PoleHeight, PoleUse, Attachments, Pictures, Hand Hole Cover, Clam Shell. As the project progresses and the data is edited by the field crews, the Status (and associated GIS point color) of each street light will change in real-time.

Type and wattage will be determined based upon NEMA sticker and observation. If there is no sticker then the audit team will collect as much information as possible from a ground survey, such as geographical location and fixture model.

Deliverables:

- Daily excel reports of collected GIS data and .mdb files as requested. The DESC ADDR will follow the correct syntax and rules as described in STREET LIGHT INVENTORY NOTE - ADDRESSES_071714.DOC which can be found in Appendix A.

4.4 Task 4: Project Quality Control

Contractor shall ensure that the collected data represents field conditions as closely as possible by using three methods: 1) data entry protocols and programmatic error checking 2) training protocols and on-going oversight and 3) iterative Quality Assurance/Quality Control (QA/QC) process. A single Project Manager (PM) shall be responsible for oversight and data accuracy.

Initial and ongoing training is crucial to implementing standards. Contractor shall ensure that people in the field making decisions and entering data have a comprehensive understanding of the infrastructure they are auditing and the intricacies of the system they are using. The first 4 hours of work of any field team member or auditor will be completed with the PM and additional time will be spent if needed. The PM will also work alongside the team throughout the project. Field team members will rotate so no single crew inadvertently creates their own standards and the collected data is of the highest standard possible. The PM will also lead regular meetings to discuss safety and any newly found fixture types.

The PM will implement an iterative QA/QC process to ensure the collected data meets a 99% acceptable accuracy rate. To accomplish this level of confidence, 100% of the first 1% of the estimated total number of streetlights will be recollected by the PM. After that, 1% of each of the subsequent 10% of the lights collected will be independently checked by the PM. For each 5000 lights completed 50 will be rechecked to confirm data accuracy.

Deliverables:

- Backup mapbooks
- GPS Trail: At the end of each working day the GPS points of where the crews went are uploaded and appended to the previous day's work.

5.0 PROJECT DURATION

The project is scheduled to be completed by December 31, 2018 or before.

6.0 FEES AND INVOICES**6.1 Project cost**

The total amount invoiced by Contractor, inclusive of all expenses, administrative costs and contingencies, shall not exceed **One Million Dollars (\$1,000,000.00)**.

Final costs will be based upon the ultimate number of lights audited at a price of **\$8.30** per fixture.

6.2 Schedule of Values :

Milestones	Not-to-Exceed Amount
25% of records are field inspected/audited (30,000)	\$ 249,000.00
50% of records are field inspected/audited (60,000)	\$ 249,000.00
75% of records are field inspected/audited (90,000)	\$ 249,000.00
90% of records are field inspected/audited and submitted (108,000)	\$ 149,400.00
Data has been reviewed and accepted by PG&E staff	TBD by PG&E
Estimated Project Total (\$8.30 per fixture x 120,000 fixtures)	\$1,000,000.00

Any material changes to this Statement of Work require written approval from PG&E in an associated Change Order.

Appendix A**STREET LIGHT ADDRESSES****DESCRIPTIVE ADDRESSES - CORRECT SYNTAX & RULES:**

1. NO COMMA'S (,)
2. NO DASHES (-)
3. **ALWAYS** START THE ADDRESS WITH THE FULL NAME OF THE STREET UPON WHICH THE LIGHT IS SHINING, FOLLOWED BY THE NUMERICAL ADDRESS OR DESCRIPTORS. EXAMPLES BELOW...
 - a. MAIN ST 431 (not 431 Main St)
 - b. MAIN ST AND 1ST AVE NEC (= MAIN ST AND 1ST AVE, NORTHEAST CORNER)
 - c. MAIN ST SS 400' WO 1ST
 - d. FOR CENTER MEDIANS:
PREFERRED SYNTAX

DRIFTWOOD DR MED 250' NO STEFFA ST ES

DRIFTWOOD DR MED 250' NO STEFFA ST WS

INSTEAD OF:

DRIFTWOOD DR 250' NO STEFFA ST MED ES

DRIFTWOOD DR 250' NO STEFFA ST MED WS

ADDRESSES -- ABBREVIATIONS

1234 OPP = Correct Address Syntax for Light on opposite side of street from actual address.

AVE	= Avenue
BLVD	= Boulevard
CIR	= Circle
CT	= Court
DR	= Drive
END OF	
ENT	= Entrance
IRO	= In Rear Of
LN	= Lane
PKNG LOT	= Parking Lot
PKWY	= Parkway
PL	= Place
RD	= Road
ST	= Street
TERR	= Terrace
WY	= Way

Directions:

EO	= East Of
NEC	= Northeast Corner
NO	= North Of
NWC	= Northwest Corner
SEC	= Southeast Corner
SO	= South Of
SWC	= Southwest Corner
WO	= West Of



**Pacific Gas and
Electric Company**

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:			Name of Preparer:		
Employer Identification # (EIN):			Telephone: () -		
PG&E Contract Number (if any):			E-Mail:		
PG&E Project/Product:			Is Prime Contractor/Supplier CPUC Clearinghouse Certified? Yes		
Contract Duration (Year): From: To:			Is Prime Contractor/Supplier a Registered Small Business? Yes		

(1) Name of Subcontractor or Supplier	(2) / (2a) Contractor's License # / Expiration Date		(3) Union Signatory?	(4) CPUC VON ¹	(5) Small Business # ¹	(6) Small Business Code	(7) / (7a) Description of Work to be Performed or Major Materials to be Supplied / Excavation Required?		(8) Gold Shovel Status
Small Diverse Subcontractor, Inc.	123456	12/31/17	Yes	99999999	1234567	SBE-DGS	Demolition	Yes	Active
NONE									

Small Business Code List

SBE-DGS A small business certified by the California Department of General Services (DGS)
SBE-SBA A small business certified by the U.S. Small Business Administration (SBA)
SBE-OTH A small business certified by another agency that issues a Small Business number

(12) Total All Subcontractor

(13) Total Self-Performed b

(14) Total Bid Value:

(15) Total CPUC Clearingh

(16) Total Small Business C

Signature: Signed by:

Date:

Ari Isaak

12/20/2017

I hereby certify that the information listed is true to the best of my knowledge

¹ Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business number: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.



Pacific Gas and
Electric Company

ORDER NO. 2700043837

Issued on Wednesday, December 20, 2017 PST

Created on Wednesday, December 20, 2017 PST by Daina Montgomery

SUPPLIER:

EVARI GIS CONSULTING INC.
"3060 UNIVERSITY AVE"
SAN DIEGO, CA 92104
United States
Phone: +1 858-633-6447

TOTAL AMOUNT

\$1,000,000.00 USD

DELIVERY ADDRESS:

PGE
245 MARKET STREET
SAN FRANCISCO, CA 94105
United States
Phone: +1 415 973-4013

BILL TO:

PGE
P.O. Box 7760
San Francisco, CA 94120-7760
United States
Phone: +1 1-800-756-7243

DELIVER TO:

Daina Montgomery

GL Account:

General Ledger Name: "Electric Construction Contract"
ID: 0005490001

Cost Center:**Internal Order:**

Description: System-wide Street Light Records/Field I
ID: 000008178208

Payment Terms: 2% 15 days, Net 45 days Invoice Date

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	AMOUNT
1	LS-1 Streetlight Audit Services		1,000,000 USD (US Dollars)	Monday, December 31, 2018 PST	\$1.00 USD	\$1,000,000.00 USD

Full Description: LS-1 Streetlight Audit Services

Req. Line No.: 1

Requester: Daina Montgomery

PR No.: PR53737

Contract ID: C3993

Tax Code: I0

TOTAL AMOUNT

\$1,000,000.00 USD

TERMS AND CONDITIONS OF PURCHASE**1. ORDER AND ACCEPTANCE**

(a) **Acceptance:** This Purchase Order is PG&E's offer to purchase from Vendor the materials, supplies, equipment or other personal property described in this Purchase Order (collectively, "Goods"). Vendor's written acceptance of this offer or shipment of all or any portion of the Goods covered by this Purchase Order shall constitute acceptance of all its terms and conditions. Any additional or different terms proposed by Vendor, whether in any proposal, quotation, confirmation, acknowledgment, invoice, notation or interlineation on the Purchase Order or otherwise, are expressly rejected and shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any other term. If the Parties have entered into a separate contract for the Goods, then in case of conflict between this Purchase Order and the contract, the terms of the contract shall prevail.

(b) **Changes:** PG&E may make adjustments and changes within the general scope of this order by written notice to Vendor, including but not limited to drawings and specifications for specially manufactured Goods, place of delivery, method of shipment, and packing of the Goods, and Vendor shall comply with such instructions. If the changes affect the cost of or the time required for performance, an equitable adjustment in the price or delivery or both shall be made provided that no change by Vendor shall be allowed without written approval of PG&E. Unless waived in writing by PG&E, Vendor must provide written notice of any claim for adjustment within 30 days from the date Vendor receives notice of the requested changes.

(c) **Performance:** Time is of the essence, and PG&E may terminate this Purchase Order if the Goods are not shipped by the date specified on the first page of the Purchase Order. No change in the scheduled performance date is permitted without PG&E's prior written consent.

(d) **Non Exclusivity:** THIS IS NOT AN EXCLUSIVE CONTRACT. THIS PURCHASE ORDER DOES NOT GUARANTEE VENDOR ANY VOLUME OR DURATION OF WORK.

(e) **Notice Concerning Electronic Purchase Orders:** PG&E's Email Purchase Order Program provides Vendor the opportunity to receive PG&E Purchase Orders quickly via email. Participation in the program requires that Vendor provide PG&E with its Internet email address for delivery of Purchase Orders. To minimize possible delays in receipt of Purchase Orders, PG&E suggests that Vendor establish a general email box accessible to Vendor's staff, rather than a single individual's email address. Vendor should retrieve PG&E email Purchase Orders at least once daily during business hours to help ensure timely receipt and processing. Participation in the Email Purchase Order Program requires use of free Adobe Reader software which can be downloaded at <http://get.adobe.com/reader/>.

2. PACKING, SHIPMENT AND INSPECTION

(a) **Packing:** The price of the Goods includes packing materials. PG&E will not pay additional charges for packing.

(b) **Packing List Instructions:** (i) The packing list must be a clear, legible document identifying Vendor's name, a contact name and phone number, along with the shipping point, delivery address, PG&E Purchase Order number and line item, and the PG&E Material Code. (ii) Separate packing lists shall be placed in a plastic envelope and securely attached to each package, skid or pallet, as applicable. (iii) Vendor shall not make partial shipments except with prior written authorization (including e-mail) from PG&E. Authorized partial shipments must be identified on the packing list and specify the PG & E Purchase Order number, line item and quantity. If kit components are shipped separately, the packing list must clearly identify the partial shipment. (iv) The packing lists of any 3rd party vendor, subcontractor or carrier must also comply with these requirements.

(c) **Material Safety Data Sheets:** Vendor shall submit a Material Safety data Sheet (MSDS) for all materials requested on this Purchase Order that could be hazardous to humans as required by Title 8, California Code of Regulations, Section 519. Vendor shall also submit an amended MSDS whenever there is a formulation change. Vendor shall provide the MSDS to the following address:

Pacific Gas and Electric Company Safety, Health and Claims Department,
B23A Industrial Hygienist Group
P.O. Box 770000
San Francisco, CA 94177

(d) **Title and Risk of Loss:** Vendor warrants that it has and shall convey to PG&E good and clear title, free from any security interest, lien, or other encumbrance, to all Goods delivered. Vendor assumes all risk of loss of or damage to all Goods ordered and all work in progress, materials and other items related to the Purchase Order until the same are accepted by PG&E.

(e) **Freight Charges:** (i) Standard: Unless otherwise stated, the freight vendor should invoice PG&E directly. (ii) If the Purchase Order provides that Vendor will pay the freight costs, Vendor shall submit the freight bill to PG&E along with the invoice. If Vendor's invoice does not include a freight bill, PG&E reserves the right either not to pay the freight costs or to offset the freight charges against the Vendor's invoice. "Prepay and add" shipments must be supported by a copy of the carrier's freight bill, except for UPS shipments, which are billed directly to PG&E. (iii) Failure To Comply With Routing Instructions: PG&E reserves the right to back-charge Vendor for freight overcharges caused by failure to comply with those routing instructions, including Goods tendered freight collect to other than PG&E-designated carriers in the shipping instructions (misrouted) or Goods shipped "prepay and add."

(f) **SHIP VIA - All FOB shipping point terms shipments are required to route through Agistix.com.** If you have a user ID go to Agistix.com and route. Carriers: For weights up to 150 lbs, ship via UPS. For weights greater than 150 lbs and palletized, use CH Robinson. For Air Freight, contact Aeronet. If you do not have a user ID, or have any questions please email: PGEFreightTransportation@pge.com

(g) **Inspection:** PG&E may require inspection and testing of material and workmanship at Vendor's plant, PG&E's location, or both. Notwithstanding any inspection during manufacture or witnessed test at Vendor's plant, final inspection and acceptance of the Goods shall occur at PG&E's delivery location.

3. SUPPLIER QUALITY ASSURANCE (SQA) MANAGEMENT SYSTEM

To assure safety, reliability, and affordability of procured material, Supplier shall comply with PG&E's material quality requirements. These requirements are fully defined in PG&E's policies and procedures, with a summary provided below. Non-compliance with PG&E requirements and/or problematic quality may lead to consequences including but not limited to Supplier probation with additional Supplier cost related to oversight performed by PG&E Supplier Quality and/or contracted third parties, and/or business diverted to another supplier. The following section highlights certain material quality requirements for direct material suppliers to PG&E for products and custom tools used in power generation (excluding nuclear) and the transmission and distribution of natural gas and electricity. Supplier is responsible for complying with PG&E's Supplier Qualification Manual, SCM-2104M, as it may be revised from time to time. The Manual is available at PG&E's website, www.pge.com, at the

following link:

<http://www.pge.com/includes/docs/pdfs/b2b/purchasing/suppliers/SupplierQualificationManual.pdf>.

In case of conflict between this summary and the Manual, the Manual shall control.

(a) **Quality System Requirements:** The Supplier should have a third-party certification to ISO 9001 or a quality management system that complies with ISO 9001 requirements. If the Supplier does not meet this requirement, PG&E will document deficiencies of the SQA per ISO guidelines as part of the audit process. The Supplier shall submit for PG&E's approval a corrective action which addresses all documented deficiencies. New Suppliers will be audited and conditionally approved by PG&E before being allowed to begin product or process qualification activities. Approval requires the Supplier to take corrective action on all audit nonconformances to PG&E's satisfaction, or to have an approved corrective action plan in place to develop SQA deficiencies to PG&E's satisfaction.

(b) **Record Retention:** Records required by applicable industry product standards shall be retained for not less than the period of time specified by any applicable industry standards or five years, whichever is longer. Records required to provide evidence of conformity to requirements and of the effective operation of the quality management system shall be retained for a minimum of five years. Supplier's records shall support material traceability to include material code, description, manufacturer, ship date to PG&E and serial number. Supplier shall maintain this data in an on-line spreadsheet for the duration of the contract and shall be available for verification and download by PG&E. Supplier shall notify PG&E prior to the disposal of any quality records.

(c) **Right of Access:** PG&E reserves the right to visit Suppliers and sub-Suppliers for audits or business meetings during the normal course of business or to perform source inspection and surveillance. PG&E will use reasonable efforts to provide at least five (5) days advance notice and work with Supplier to ensure adequate preparation for audit and business visits. Supplier shall provide advance notice to PG&E for planned surveillance or source inspection activities consistent with manufacturing schedules or as required for "key hold points" or "witness points".

(d) **Change Management Process:** This process implements a formal PG&E policy requiring approval for all supplier changes. It requires a formal system for assessing, tracking & documenting changes; improves PG&E ability to be aware, prepare and support the change; and ensures pre-approval to avoid the adverse effect of random changes. The Supplier is required to implement a Configuration Management System to ensure the control of documentation and the "definition" of product manufactured and / or designed for PG&E by the Supplier or its sub-Suppliers.

(e) **Material Traceability:** Supplier may be required to maintain traceability data on oil filled or solid state or vacuum operated products. The traceability data to include material code, description, manufacturer, ship date to PG&E, type of oil (mineral, FR3, silicon), PCB Concentration at time of manufacture and serial number. This data shall be maintained in an on-line spreadsheet for the duration of the contract and shall be available for verification and download by PG&E. Records shall be maintained by Supplier for the useful life of the equipment and/or transferred to PG&E at the end of the contracting period; plus any applicable record retention requirements in the contract.

(f) **Control of Sub-Tier Suppliers:** If a Supplier chooses to outsource a process or product, the Supplier is responsible for qualification and surveillance of the sub-Supplier to PG&E requirements and notifying PG&E of this qualification. PG&E reserves the right to review the Supplier's process for selection, qualification and surveillance of its sub-Suppliers; to approve or disapprove the sub-Supplier's qualification; and audit and monitor the sub-Supplier's processes and facilities when deemed necessary. The Supplier shall perform routine quality audits and inspection of its key sub-Suppliers to ensure oversight, knowledge and control of critical or special processes as well as changes enacted by the sub-Supplier. In addition, the Supplier shall have a documented system in place to inspect custom incoming components from sub-Suppliers for adherence to drawings or specifications. The Supplier shall conduct requalification to validate any major changes to processes or product provided by the sub-Suppliers, including First Article Inspections. Key sub-Suppliers, sub-Supplier processes, or sub-Supplier manufacturing locations or critical components that affect form, fit, or function that are approved as part of the PG&E qualification are considered "frozen" and cannot be changed without resubmittal and approval of the required documents by PG&E.

(g) **First Article:** Supplier shall inform and monitor sub-tier Suppliers to ensure that any major changes to their products or facilities are communicated to PG&E Supplier Quality and Sourcing personnel with at least 30 days prior to the commencement of that change. PG&E shall be notified at minimum through the website firstarticle@pge.com and shall include the contact information for the individual at the distributor most knowledgeable about the change. PG&E personnel will respond with follow-up questions and/or directions on any further testing/measurements/certs that may be required to "re-qualify" the product or facility changes. This note does not apply to custom or "one-off" products.

The changes covered by this note include:

- o Major revision to a product produced for PG&E
- o Change of location of manufacturing or major change of facility
- o Change of sub-tier Supplier to a Supplier for a major component of a product
- o Break of production (that will begin production of that product) for at least 2 years PG&E shall be notified at minimum through the website firstarticle@pge.com and shall include the contact information for the individual at the distributor most knowledgeable about the change. PG&E personnel will respond with follow-up questions and/or directions on any further testing/measurements/certs that may be required to "re-qualify" the product or facility changes. This note does not apply to custom or "one-off" products.

(h) **Quality Representation:** Supplier shall maintain at least one quality professional on staff to support duties and tasks as noted in the terms and conditions of this Purchase Order. Supplier shall maintain a staff of trained quality inspectors (as required) to ensure consistent and accurate quality inspection of products as required in this Purchase Order.

(i) **Hold Points and Witness Points:** Hold Points are mandatory verification points identified by the PG&E Supplier Quality Engineer (SQE) beyond which work may not proceed until a PG&E representative performs verification or surveillance and provides notice to proceed. Source inspection prior to product release and PG&E surveillance of a manufacturing step, special process test or inspection are examples of Hold Points. Hold points or witness points, when required, will normally be communicated through purchase order notes. Witness Points require the Supplier to notify the SQE in writing prior to completion of those steps. After notification, work may not proceed beyond a Witness Point without action by the SQE. The Supplier shall notify the SQE of Hold Points or Witness Points in the manufacturing or qualification process schedule a minimum of ten (10) days in advance (unless otherwise agreed upon with the SQE).

(j) **Supplier Inspection of Parts:** Supplier shall establish a formal inspection process to ensure all required items are appropriately inspected to meet PG&E's quality requirements. Note: Supplier shall be provided an inspection plan by PG&E for each item subject to inspection. Supplier shall notify PG&E Supplier Quality at least 15 business days prior to the need for the unique inspection plans. Inspection plans are subject to change by PG&E and shall be modified by Supplier to reflect those changes driven by PG&E immediately upon receipt. PG&E may on occasion specifically add or subtract material codes from inspection based on quality concerns or levels of successful inspection. Supplier shall maintain records of inspection

and provide the data in a usable format with a minimum of the material code, part description, Supplier name, pass / fail status, quantity and reason for failure if applicable and related rejection report number.

(k) Supplier Re-inspection of Rejected Lots at PG&E: Supplier shall be available to re-inspect 100% of parts rejected by PG&E during the course of inspection at PG&E facilities. This effort shall normally affect large or critical lots and would be conducted when lots are rejected by PG&E based upon a sampling plan rejection. The support would normally be expected to be on site at PG&E at the required location. The re-inspection shall generally be accomplished in not more than 4 business days from notification of the need for 100% inspection. Supplier shall report the inspection results to PG&E Supplier Quality immediately upon completion.

(l) Reporting Failures: Upon being informed of any product quality or usability problem(s) (including but not limited to recurrent product failures, Supplier bulletins, and warranty return issues) that may affect products that have been and/or are being sold to PG&E, the Supplier of that product shall inform PG&E of the particular product quality or usability problem(s) within five (5) business days of the discovery by emailing the related SQA Manager or Director. The Supplier shall additionally exercise reasonable efforts, in a timely manner, to work with PG&E to ensure all suspect Goods are removed from PG&E's system and shall do so at no material or labor cost to PG&E.

(m) Customer Service and Technical Support: Supplier will provide key contacts representing quality at their plant(s) and if applicable their corporate headquarters. Technical support from the Supplier plants shall be available to PG&E if needed up to 7 days per week 24 hours a day. During problematic quality or product qualifications, the Supplier's quality organization will lead routine meetings, issue minutes, and maintain plans for qualification and corrective actions.

(n) Preventive Maintenance: The Supplier shall identify key process equipment and tooling, develop and document a Preventive Maintenance program. PG&E may verify that such programs are documented and effectively implemented during Supplier audits.

(o) Metrics: Supplier will provide to PG&E a "4-Panel" dashboard report format or an equivalent alternative upon request to demonstrate the Supplier's continuous improvement trend over time to reduce material defects. This report will contain trending of total inspection rejects over time, Pareto trending observed condition leading to the rejects, details of number of parts rejected as a function of time and part type, to include Corrective Action Plans and Status. In the case of problematic quality, updates are required bi-weekly and timely achievement of Scorecard requirements will prevent reductions in product allocations.

(p) Sub-Tier Supplier Metrics: Supplier shall maintain metrics results from their inspections of each unique supplier for each lot inspected and shall take corrective action as supplier's metrics vary from acceptable levels as agreed upon with PG&E Quality. Supplier shall routinely notify PG&E quality related to suppliers that are struggling with maintaining the agreed upon metrics targets and shall inform PG&E upon request the steps taken to work with that Supplier.

(q) Supplier Response to SCARs (Supplier Corrective Action Response): Unless otherwise agreed, Supplier shall (i) achieve "containment" of any noted defects within three business days of finding those defects or of being notified of those defects by PG&E; and (ii) provide a corrective action plan to PG&E or plan of corrective action within 10 business days of finding or of being notified of those defects by PG&E.

4. INVOICING AND PAYMENT

(a) Sales Tax: PG&E IS NOT TAX EXEMPT. Invoices shall include sales tax where applicable. However, no sales tax applies to prepaid freight charges.

(b) Invoice Instructions: PG&E will reject any invoices that do not meet the following minimum requirements: (i) A separate invoice must be submitted for each Purchase Order; individual Purchase Orders may not be combined on one invoice. (ii) Each invoice must specify the Purchase Order number, item number, shipping point and delivery address. (iii) Invoices must include only items and charges specified on the Purchase Order. Invoices with additional items or charges (e.g., surcharges) will be rejected. (iv) PG&E must receive invoices within 60 days after final acceptance of the Goods. PG&E will not be liable for payment of late invoices received after the 60 day period.

(c) Invoice Address: (i) Paper invoices must be submitted to PG&E's Accounts Payable Dept., PO Box 7760, San Francisco, CA 94120-7760. INVOICES SUBMITTED TO ANY OTHER OFFICE, LOCATION OR ADDRESS ARE NOT CONSIDERED RECEIVED FOR PAYMENT PURPOSES; and the discount and net due date timelines for invoice payment DO NOT BEGIN until the receiving location has forwarded a correct invoice to PG&E's Accounts Payable department and the invoice has been received and accepted. (ii) All invoices submitted to and accepted by PG&E's Accounts Payable department by 6:00 PM on a business day are considered received that same day. Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department after 6:00 PM may not be considered received until the next business day.

(d) Payment Terms: Unless otherwise stated on the first page of this Purchase Order, PG&E's payment terms are 2% 15 days, net 45 days after receipt of an approved invoice. PG&E reserves the right to discount payments to Vendor by two percent (2%) of the invoice total for payment(s) made to Vendor within 15 days. Any remaining, uncontested balance shall be payable to Vendor within 45 days after receipt of an approved invoice. All timelines for payment of invoices run from the date a correct invoice is received by PG&E's Accounts Payable Department in San Francisco.

(e) Liens: PG&E may retain from any payments due under this Purchase Order sufficient funds to discharge any delinquent accounts of Vendor for which liens on PG&E's property have been or can be filed, and PG&E may at any time use the retained funds to pay, for Vendor's account, such amounts as are admittedly due.

5. REQUIREMENTS RELATING TO THE PROVISION OF GOODS

(a) Warranty: (i) Vendor warrants that the Goods and all parts thereof, whether or not manufactured by Vendor, shall be of the kind and quality described in this Purchase Order, free of defects in workmanship, material design, and title, shall perform in the manner set forth in the Purchase Order, shall be of good and merchantable quality, and shall be fit for their intended purpose. (ii) Remedies. Vendor shall repair or replace at its expense any part of the Goods that develop defects due to faulty material or workmanship within 12 months after the Goods are placed in operation by PG&E; provided that unless otherwise specified, the warranty period for Goods used by PG&E in transmission or distribution of natural gas or electricity or generation of electricity shall be 24 months after the Goods are placed in operation by PG&E. Vendor shall at its expense repair or replace other work or equipment damaged as a result of the defects, or as a result of the repair thereof, and hold PG&E harmless from repair expenses. Warranties will be provided at no charge to PG&E. Vendor will assume full responsibility to coordinate all warranty terms with approved manufacturers, including but not limited to: Coordinating the issuance of Return Material Authorization (RMA) to PG&E on a timely basis and collection of non-compliant material within a reasonable time (normally not to exceed two weeks from notification of the need to collect that

- material); Timely notification to PG&E of product defects as announced by the manufacturer or manufacturer's suppliers; and Coordination of any compensation owed to PG&E from the manufacturer for the installation of defective materials within the warranty period.
- Coordinating the issuance of Return Material Authorization (RMA) to PG&E on a timely basis and collection of non-compliant material within a reasonable time (normally not to exceed two weeks from notification of the need to collect that material);
- Timely notification to PG&E of product defects as announced by the manufacturer or manufacturer's suppliers; and
- Coordination of any compensation owed to PG&E from the manufacturer for the installation of defective materials within the warranty period.

(b) **Infringement Protection:** Vendor represents to PG&E that the Goods will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Vendor agrees to indemnify and hold PG&E, its parent, subsidiaries and affiliates, harmless from any liabilities, costs, and damages arising out of any such infringement and from any suit, demand or claim made against PG&E, its parent, subsidiaries, and affiliates alleging any such infringement or violation. Vendor further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's fees incurred by PG&E in defense against such suit, demand, or claim.

(c) **Vendor's Use of PG&E Property:** All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for Vendor's use in the performance of this Purchase Order shall remain the confidential property of PG&E and shall be returned to PG&E immediately upon completion of Vendor's use for the performance of the Work or earlier upon the request of PG&E.

(d) **Third Party Licenses:** Vendor represents and warrants that it shall comply (and ensure that its personnel and subcontractors comply) with all third party licenses, terms of use, policies and procedures that apply to or otherwise govern access to and/or use of any third party materials made available by PG&E to Vendor under this Purchase Order.

(e) **Manuals and Drawings:** Vendor shall provide for use by PG&E and contractors doing work for PG&E, copies of all instruction manuals, drawings, data, processes and procedures, or other information ("Documentation") required to service and maintain the Goods. PG&E shall have the unrestricted right of use and reproduction of all such Documentation for use in PG&E's operations. Such use and reproduction by PG&E or its contractors shall not require further permission by Vendor, nor shall it constitute infringement of Vendor's ownership rights, including copyright, to such Documentation.

6. ADMINISTRATIVE AND LEGAL REQUIREMENTS

(a) **PG&E's Supplier Diversity Program:** To the extent applicable, Vendor agrees to submit goals for Women, Minority and Disabled Veteran Business Enterprises (WMDVBE) subcontracting and/or to report spending with WMDVBE subcontractors.

(b) **Compliance with Laws:** The Goods shall be so designed and completed so as to comply with all applicable Federal, State, and local laws, rules and regulations, including without limitation the General Industry Safety Orders of the California Division of Industrial Safety and Health, Department of Industrial Relations. All expenses incurred by Vendor in complying with such requirements are included in the price of the Goods.

(c) **Code of Conduct:** VENDOR AND ITS SUBCONTRACTORS AND THEIR SUPPLIERS AT ALL TIERS SHALL COMPLY WITH PG&E'S CONTRACTOR, CONSULTANT AND SUPPLIER CODE OF CONDUCT ("Code of Conduct") IN THE AWARD OF ALL CONTRACTS AND SUBCONTRACTS. The Code of Conduct requires that Vendor and its subcontractors and suppliers demonstrate a strong commitment to compliance, ethics, sustainability, and supplier diversity as a foundation to successful business. Any Work done for PG&E must be completed in full compliance with the Code of Conduct, as it may be amended from time to time. Vendor shall access, read and comply with PG&E's Code of Conduct and shall make it available to its subcontractors and suppliers. The Code of Conduct is available at PG&E's website, www.PGE.com, at the following link: http://con.pge.com/includes/docs/pdfs/b2b/purchasing/contractor_sultant_and_supplier_code.pdf

(d) **No Publicity:** Vendor shall not include PG&E's name, any reference to this Purchase Order, or any reference to PG&E's purchase or use of any products or Goods provided by Vendor in Vendor's published customer list or in other publicity or advertisement (including internet sites) without the prior written consent of an authorized representative of PG&E.

(e) **Conflict of Interest/Audit Rights:** PG&E forbids all employees, their immediate families and any agents of PG&E from accepting gifts, entertainment, payments, loans, services, and any other favors of more than a nominal value from all vendors of goods and services. Vendor agrees to respect PG&E's policy and not offer, or cause to be offered, any gifts, entertainment, payments, loans, services, or other favors of more than a nominal value to PG&E employees and agents, or to their immediate families. Authorized representatives of PG&E may audit any and all records of Vendor, including records of subcontractors and other agents, to determine compliance with this commitment. PG&E's audit rights also include, but are not limited to, verification of the service or product quality, quantity, reimbursable costs, price changes, and costs associated with cost based prices.

(f) **Hazardous Materials:** The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing under this Purchase Order, Vendor, its employees and agents, may be exposed to chemicals on the Governor's list. Vendor is responsible for notifying its employees and agents that work performed under this Purchase Order may result in exposures to chemicals on the Governor's list.

(g) **Federal Equal Employment Opportunity and Affirmative Action Regulations Policy:** During the performance of this agreement and to the extent they may be applicable, Vendor agrees to comply with all laws, orders, and regulations included by summary or reference in the following provisions:

(i) Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause; (ii) Executive Order 11246, 41 CFR Part 60-1.8: Non segregated Facilities; (iii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-250.5.a: Equal Opportunity Clause; (iv) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause; and (v) Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause.

7. WORK PERFORMED ON PG&E PREMISES

If the Purchase Order requires Vendor to enter onto PG&E property or worksites, Vendor shall comply with the requirements of this section and be responsible for compliance of any subcontractors:

(a) **Indemnification:** Vendor shall indemnify PG&E, its directors, officers, parent company, agents, and employees against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of PG&E or Vendor, or injury to property, including, but not limited to, property of PG&E or Vendor, arising out of or in any way connected with the performance of this Contract, however caused, regardless of any negligence of PG&E, whether active or passive, excepting only such injury or death or property damage as may be caused by the sole negligence or willful misconduct of PG&E. Vendor shall, on PG&E's request, defend any suit asserting a claim covered by this

Indemnity: Vendor shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

(b) **Insurance:** Vendor shall maintain the following insurance coverage and shall ensure that its subcontractors maintain sufficient limits of the same coverage. (i) **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance complying with any applicable labor codes, acts, laws or statutes, state or federal, where Vendor performs work. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident. (ii) **Commercial General Liability:** (a) Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage occurrence form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit. (b) Coverage shall include "Additional Insured" endorsement to add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Vendor. (c) Coverage shall be endorsed to specify that Vendor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it. (iii) **Business Auto:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile liability, code 1 "any auto." The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage. (iv) **Insurance Documentation Requirements:** (a) Before beginning Work, Vendor must first provide PG&E with certificates of insurance and endorsements of all required insurance; (b) Should any of the above described policies be cancelled before the expiration date thereof, the insurer shall deliver notification to PG&E in accordance with the policy provisions; (c) PG&E uses a third party vendor to collect and confirm insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf and must be submitted by e-mail or fax only; Certificate Holder: Pacific Gas and Electric Company c/o EXIGIS LLC E-mail: support@exigis.com Fax: 646-755-3327. Vendor shall also send a copy of all such insurance documents to PG&E's contract negotiator and contract administrator. (d) PG&E may inspect the original policies or require complete certified copies, at any time; and (e) Upon request, Vendor shall furnish PG&E the same evidence of insurance for its subcontractors as PG&E requires of Vendor.

(c) **Performance of Work:** (i) **Safety and Compliance with Law:** Vendor shall plan and conduct the work to safeguard adequately all persons and property from injury. Vendor shall direct the performance of the work in compliance with reasonable safety regulations and work practices and with all applicable Federal, State and local laws, rules and regulations. PG&E may require Vendor to observe reasonable safety precautions in addition to those in use or proposed by Vendor. Neither the giving of such special instructions by PG&E nor the adherence thereto by Vendor shall relieve Vendor of its sole responsibility to maintain safe and efficient working conditions.

(ii) **Injury and Illness Prevention Program:** Vendor acknowledges that it has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 8401.7 of the California Labor Code.

(iii) **PG&E Drug and Alcohol Policy:** Vendor shall comply with PG&E's Drug and Alcohol Abuse and Testing Policy.

8. GENERAL PROVISIONS

(a) **Independent Contractor:** Vendor is an independent contractor, and all persons hired by Vendor in connection with this Purchase Order shall be employees or subcontractors of Vendor and shall not be construed as employees or agents of PG&E in any respect. Vendor is solely responsible for determining the appropriate means and methods of performing under this Purchase Order, notwithstanding any review, approval, acceptance, use or payment by PG&E.

(b) **Amendments; Non-Waiver; Captions:** (i) No modification or change to this Purchase Order, or waiver of any breach or default, shall be binding or effective unless expressly set forth in writing by a change order signed by the authorized representatives of both Parties. (ii) Waivers must be in writing and signed by the Party to be charged. Waiver of any breach or default shall not be deemed to be a waiver of any other breach or default of the same or any other requirement, nor shall any waiver of an incident of breach or default constitute a continuing waiver of the same. (iii) The descriptive headings of the articles and subsections in this Purchase Order are for convenience only and shall not be used in the construction or interpretation of the Purchase Order.

(c) **Subcontracts:** Vendor shall not enter into subcontracts without the prior written approval of PG&E, which approval shall not relieve Vendor of its obligations under this Purchase Order.

(d) **Written Approvals:** When this Purchase Order specifies written approval by PG&E, such approval includes approval sent by e-mail and fax.

(e) **Termination or Cancellation:** (i) For convenience, PG&E may suspend, terminate or cancel this Purchase Order, in whole or in part, for convenience upon written notice to Vendor, and PG&E shall be liable to Vendor only for the pro rata or unit order price for the portion of the work performed and accepted on or before the date of termination. Vendor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the work. (ii) For cause, PG&E may by written notice terminate this Purchase Order for Vendor's default, in whole or in part, if Vendor refuses or fails to comply with the terms of this Purchase Order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time following written notice. (iii) Prior to final payment, Vendor shall deliver to PG&E any reports, drawings or other documents prepared for PG&E before the effective date of termination or cancellation. (iv) Force majeure. If PG&E determines that Vendor has been delayed in performance due to causes beyond the control and without the fault or negligence of Vendor, PG&E may extend the time for completion when promptly applied for in writing by Vendor. Any extension shall be effective only if given in writing and signed by an authorized representative of PG&E. (v) The rights and remedies of PG&E under this provision are not exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

(f) **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS, COMMITMENTS TO SUBVENDORS, RENTAL OR LEASE AGREEMENTS, AND PERSONAL SERVICE CONTRACTS, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT NOTHING IN THIS CLAUSE SHALL AFFECT VENDOR'S OBLIGATIONS IN THE CLAUSES CONCERNING INFRINGEMENT PROTECTION AND INDEMNIFICATION. PG&E's total obligation under this Purchase Order is set forth in the "total amount" field on the face of the Purchase Order.

(g) **Assignment:** Vendor shall not assign its rights or delegate its duties under this Purchase Order without the prior written consent of PG&E, and any attempted assignment or delegation without such consent shall be void. At its discretion, PG&E may assign its rights or delegate its duties under this Purchase Order, provided PG&E will remain obligated for payments unless otherwise agreed in writing by Vendor.

(h) **Choice of Laws:** The contract created by acceptance of this Purchase Order, and the resulting rights and obligations of the Parties, shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules directing the application of the laws of another jurisdiction.

(l) Compliance with Laws: Vendor shall comply with all applicable Federal, State and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the supply of the Goods.

(j) Survival: The provisions of this Purchase Order which by their nature should survive expiration, cancellation or other termination of this Purchase Order, including but not limited to provisions regarding supplier quality, warranty, indemnity and availability of information, shall survive such expiration, cancellation or other termination.

(k) Entire Agreement: The terms and conditions stated on the first page of the Purchase Order, together with these Terms and Conditions, the provisions of any other document incorporated into this Purchase Order, and any contract between the Parties concerning the Goods that are the subject of this Purchase Order, constitute the entire agreement between Vendor and PG&E with respect to the subject matter of this Purchase Order and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. CONTRACTOR SAFETY PROGRAM

Contractor represents and warrants that it will perform all applicable Work, and cause all Subcontractors to perform all applicable Work, in compliance with PG&E's Contractor Safety Program Standard contract Requirements, as may be modified from time to time. The Contractor safety Program Standard Contract Requirements can be located and downloaded at www.pge.com/contractorsafety and are hereby incorporated by reference into this Contract. Contractor's failure to comply with the Contractor Safety Program Standard Contract Requirements shall be immediate grounds for termination for cause under this Contract.



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C12457 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. (C787) 4400009732 dated May 19, 2015 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's
Legal Name: Evari GIS Consulting, Inc.

Total Number of Pages: 9

Contractor's
Address: 3060 University Avenue
San Diego, CA 92104

Project Name: Streetlight Audit Services

Job Location: Various PG&E Service Locations

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in the Attachment 1, Statement of Work, and in accordance with the guidelines and standards of the MSA.

As required by the California Public Utilities Commission, PG&E performs field audits of unmetered streetlights within its service area that are either owned by PG&E or its customers. Contractor shall provide audit services and data collection for PG&E-owned and customer-owned streetlights in different billing offices within PG&E's service territory. Contractor shall field check PG&E-owned and customer-owned streetlights and document/verify badge number, GIS LAT/LONG, descriptive address, fixture wattage, fixture type, pole type, pole material, pole height, foreign attachments (and pictures), pole paint coating, obvious defects, etc. The data shall be submitted to PG&E for review, reconciliation and to update customer streetlight billing and mapping records.

The Parties recognize the term date of this CWA will end after the termination date of the MSA and specifically agree that all the terms and conditions of the MSA shall continue to apply without interruption to the CWA until all Work under the CWA is completed and accepted.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1 Statement of Work, Pages 3 through 8
Attachment 2 Exhibit 1-A, Page 9

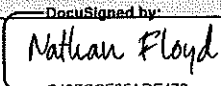
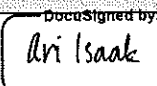
CWA TERM: This CWA is effective upon signature by both parties and expires on April 30, 2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of March 31, 2020.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$1,000,000 Not to Exceed Based on Unit Pricing

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: EVARI GIS CONSULTING, INC.	
Signature	 C49ECCE25ADE479	Signature	 2AD426ECD23D4BF...
Name	Nathan Floyd	Name	Ari Isaak
Title	Supervisor, Sourcing	Title	Founder and CEO
Date	12/7/2018	Date	12/7/2018



Contract Work Authorization

CWA No. C12457
Page 2 of 9

ADMINISTRATION			
PG&E Negotiator	Lyn Blowe	Contractor Representative	Ari Isaak
Phone	925.459.8016	Phone	858.633.6447
Email	C6b7@pge.com	Email	ari@sdgls.com
Accounting Reference	8178208 PR 251226		
PG&E Work Supervisor:	Maylen Yue (MX Y8)	Phone:	415.260.7965
INVOICE INSTRUCTIONS: As described in more detail in the invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	John Sofranac JRSf@pge.com	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input checked="" type="checkbox"/> ARIBA Contracts ("27" series): Buyer uploads an executed copy in Ariba.	<input checked="" type="checkbox"/> Contractor
	<input checked="" type="checkbox"/> Work Supervisor Maylen Yue (MX Y8)	<input type="checkbox"/> Manager
	<input checked="" type="checkbox"/> Invoice Approver John Sofranac (JRSf)	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Streetlight Audit Services - PG&E-Owned and Company-Owned (January 2019 - March 2020)

Statement of Work

1.0 BACKGROUND / PROJECT SUMMARY

As required by the California Public Utilities Commission, PG&E performs field audits of unmetered streetlights within its service area that are either owned by PG&E or its customers. Contractor shall field check PG&E-owned and customer-owned streetlights and document/verify badge number, GIS LAT/LONG, descriptive address, fixture wattage, fixture type, pole type, pole material, pole height, foreign attachments (and pictures), pole paint coating, obvious defects, etc. The data shall be submitted to PG&E for review, reconciliation and to update customer streetlight billing and mapping records.

2.0 WORK LOCATION

Contractor shall perform services at various locations. Contractor's primary place of business is located at 3060 University Avenue, San Diego, CA 92104.

3.0 DEFINITIONS

Amazon: Amazon.com, Inc. is an American electronic commerce company with headquarters in Seattle, Washington. It is also a major provider of cloud computing services

Environmental Systems Research Institute (ESRI): International supplier of Geographic Information System (GIS) software, web GIS and geodatabase management applications

Geographic Information System (GIS): Any information system that integrates, stores, edits, analyzes, shares, and displays geographic information.

4.0 PROJECT SCOPE

Contractor shall complete an audit on street lights in the PG&E service territory.

The following tasks shall be performed by Contractor:

4.1 Task 1: Data Preparation (Geocoding of Data and Determination of Audit Boundary):

Contractor shall first programmatically clean and geo-code the raw data provided by PG&E so a point can be created by GIS software at a location close to the streetlight's anticipated geographic location. If there are streetlight records that cannot be plotted this way, Contractor shall manually modify the addresses and leave the remaining records for the field inventory team to collect. Each point will be labeled with the original descriptive address in case the light is plotted on the opposite side from an address. Once all lights are geocoded, Contractor shall work with PG&E staff to identify an agreed upon audit boundary.

Deliverables:
None

4.2 Task 2: Systems Architecture Document Creation and Server Deployment

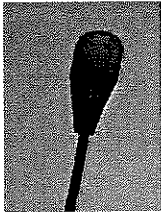
Contractor shall write a Systems Architecture document which identifies the target end users and all the various facets of the system to put into place. It bridges the gap between how an end user interacts with the system and the technical details of implementing the solution. Contractor shall clarify in detail all Geographic data and tables, domains, subtypes, mapping services, regularly run processes, web applications and reporting mechanisms which will comprise the system.

Based upon the requirements outlined in the Systems Architecture document, Contractor shall build the functionality into a development server running in the US West Oregon region of Amazon Elastic Compute Cloud. Once the development environment is in place, Contractor shall deploy the production server. The new production GIS database will be placed in a central repository on a cloud server physically located in Oregon. ESRI's ArcGIS Server software will be installed and configured to publish the streetlight data in the form of mapping services. The data will be accessible through 1) a publicly available website that is

password-protected, 2) through a fleet of mobile devices deployed to Contractor audit crews and 3) through daily exported spreadsheets. Both map viewers will show the same data, but the data will only be editable through the mobile devices. This system architecture is fully supported by ESRI and Amazon.

The website will be easy to use and navigate (featuring an interface similar to Google Maps) and will clearly show the real-time "status" of each street light. It will be accessible through any modern smartphone, tablet or browser on a desktop. The website will give the Project Manager and other stakeholders access to literally see into the real-time progress of the project. Users will be able to select a GIS point and view current tabular data associated with it. Tabular data will include:

Data	Examples	Method to calculate/collect
Status	To Be Audited, Audited, Reaudit, QC Light, QCed	Either manually changed or calculated programatically. Used by Contractor to manage progress.
Keywords	150Hps, Tree, FX2, FX3	Entered manually, this text is used to streamline data entry. Potentially a dropdown.
All data from PGE	PgeOFFICE, PgePERSONNAME, PgeACCTNUM, PgeBADGENUM, PgeFX_CODE, PgeSTATUS, PgeSTATUSFLAG, PgeREC_DATE, PgeRET_DATE, PgeINS_DATE, PgeREM_DATE, PgeCOP_DATE, PgeDESC_ADDR, PgeMAPNUMBER, PgeRATE_SCHED, PgeITEM_CODE, PgeOP_SCHED, PgeSERVICE, PgeFX_MAN, PgePOLE_TYPE, PgePOLE_LGTH, PgeSUSPENSION, PgePOLE_USE, PgeSP_ID, PgeSA_ID, PgePREM_ID, PgeTOT_CODE, PgeTOT_TERR, PgeINV_DATE, PgeINV_BY, PgeSPITEMHIST, PgeUNIQUEPID, PgeGIS_ID	Included in published GIS data at beginning of process. "Pge" preface is used to keep track of where data originated from.
PgeFile	Red Bluff, Redding, Auburn, Placerville, Willow Creek, Geyserville, Fort Bragg, Guerneville, Santa Rosa, Colusa, Dinuba, Fresno, Madera, Wasco.	Used to keep track of which file data originated from
Model (ObsModel)	Cobra, posttop, gateway	Default is Cobra. Dropdown driven.
Type (ObsType)	Sodium Vapor, HPS, Incandescent, Low Pressure Sodium, Metal Halide, Mercury Vapor, Induction, LED	Precalculated from PgeItemCode. Confirmed or collected through field observation based on NEMA Sticker.

Wattage (ObsWatt)	0, 5, 35, 50, 55, 58, 70, 80, 85, 90, 92, 100, 120, 135, 150, 165, 175, 180, 189, 200, 250, 295, 310, 620, 700, 1000, Other	Precalculated from PgItemCode. Confirmed or collected through field observation based on NEMA Sticker.
BadgeNumber (ObsBadge)	61124, WTE28	Precalculated from PgBADGENUM. Confirmed in the field.
UndergroundService (ObsUnder)	Y, N	Precalculated based on PgSERVICE.
PoleType (ObsPoleType)	Aluminum, Cast Iron, Concrete, Fiberglass, Galvanized, Standard Wood, Steel, Other, Unknown	Precalculated based on PgPoleType.
PoleHeight (ObsPoleHeight)	12-15 FT, 16-19 FT, 20-24FT, 25-29 FT, 30- 34 FT, 40FT, NONE, OTHER, OVER 40 FT	Precalculated based on PgPOLE_LGTH.
PoleUse (ObsPoleUse)	CUST OWNED, DISTRIBUTION, NON, ST LIGHT ONLY, UNKNOWN	Precalculated based on PgPOLE_USE.
Attachments	[check all that apply] Traffic Light, Pedestrian Light, Traffic Sign, Banner, Camera, Antenna, Meter Wires, Other	- Manual through field observation - Drop down driven - Picture(s) of all Attachments
Hand Hole Cover	Missing: Y/N	Field observation
Clam Shell	Missing: Y/N	Field observation
Field Pictures of facilities that need to be reviewed by PG&E due to safety or special reasons	 <p>Attachments Wiring Issues Missing Hand Hole Covers Leaning or damaged poles Corroded poles and clam shells</p>	Manual through field observation
Freehand Notes (optional)	"Maybe hard to access with bucket truck because 30 feet off street. Point location accurate"	Manual through field observation

XY Coordinate (in Lat/long)	40.97655807, -73.81925831	Programmatically calculated based upon point location.
Link to Google Maps/Streetview	https://maps.google.com/maps?q=40.98311458,-73.82240633	Programmatically calculated based upon point location.
Closest Street Address	CANTANIA CT 51, S JEFFERSON ST 180' NO ELFRADA CROSSING ST WS	Calculated Programmatically using US Census Locator. Manually written if far from
Table Notes: Green shaded Attributes will be explicitly collected at the fixture		

Deliverables:

- Systems Architecture Document
- Production GIS database available through website

4.3 Task 3: Field Audit

Contractor auditors shall drive all streets within the boundary area to collect data on all street lights. At each pole Contractor auditors shall confirm or collect Model, Type, Wattage, BadgeNumber, UndergroundService, PoleType, PoleHeight, PoleUse, Attachments, Pictures, Hand Hole Cover, Clam Shell. As the project progresses and the data is edited by the field crews, the Status (and associated GIS point color) of each street light will change in real-time.

Type and wattage will be determined based upon NEMA sticker and observation. If there is no sticker then the audit team will collect as much information as possible from a ground survey, such as geographical location and fixture model.

Deliverables:

- Daily excel reports of collected GIS data and .mdb files as requested. The DESC ADDR will follow the correct syntax and rules as described in STREET LIGHT INVENTORY NOTE - ADDRESSES_071714.DOC which can be found in Appendix A.

4.4 Task 4: Project Quality Control

Contractor shall ensure that the collected data represents field conditions as closely as possible by using three methods: 1) data entry protocols and programmatic error checking 2) training protocols and on-going oversight and 3) iterative Quality Assurance/Quality Control (QA/QC) process. A single Project Manager (PM) shall be responsible for oversight and data accuracy.

Initial and ongoing training is crucial to implementing standards. Contractor shall ensure that people in the field making decisions and entering data have a comprehensive understanding of the infrastructure they are auditing and the intricacies of the system they are using. The first 4 hours of work of any field team member or auditor will be completed with the PM and additional time will be spent if needed. The PM will also work alongside the team throughout the project. Field team members will rotate so no single crew inadvertently creates their own standards and the collected data is of the highest standard possible. The PM will also lead regular meetings to discuss safety and any newly found fixture types.

The PM will implement an iterative QA/QC process to ensure the collected data meets a 99% acceptable accuracy rate. To accomplish this level of confidence, 100% of the first 1% of the estimated total number of streetlights will be recollected by the PM. After that, 1% of each of the subsequent 10% of the lights collected will be independently checked by the PM. For each 5000 lights completed 50 will be rechecked to confirm data accuracy.

Deliverables:

- Backup mapbooks
- GPS Trail: At the end of each working day the GPS points of where the crews went are uploaded and appended to the previous day's work.

5.0 PROJECT DURATION

The project is scheduled to be completed by March 31, 2020 or before.

6.0 FEES AND INVOICES**6.1 Project cost**

The total amount invoiced by Contractor, inclusive of all expenses, administrative costs and contingencies, shall not exceed **One Million Dollars (\$1,000,000.00)**.

Final costs will be based upon the ultimate number of lights audited at a price of **\$8.30** per fixture.

6.2 Schedule of Values :

Milestones	Not-to-Exceed Amount
25% of records are field inspected/audited	\$ 249,000.00
50% of records are field inspected/audited	\$ 249,000.00
75% of records are field inspected/audited	\$ 249,000.00
90% of records are field inspected/audited and submitted	\$ 149,400.00
Data has been reviewed and accepted by PG&E staff	TBD by PG&E
Estimated Project Total (\$8.30 per fixture)	\$1,000,000.00

Any material changes to this Statement of Work require written approval from PG&E in an associated Change Order.

Appendix A**STREET LIGHT ADDRESSES****DESCRIPTIVE ADDRESSES - CORRECT SYNTAX & RULES:**

1. NO COMMA'S (,)
2. NO DASHES (-)
3. **ALWAYS** START THE ADDRESS WITH THE FULL NAME OF THE STREET UPON WHICH THE LIGHT IS SHINING, FOLLOWED BY THE NUMERICAL ADDRESS OR DESCRIPTORS. EXAMPLES BELOW...
 - a. MAIN ST 431 (not 431 Main St)
 - b. MAIN ST AND 1ST AVE NEC (= MAIN ST AND 1ST AVE, NORTHEAST CORNER)
 - c. MAIN ST SS 400' WO 1ST
 - d. FOR CENTER MEDIANS:
PREFERRED SYNTAX

DRIFTWOOD DR MED 250' NO STEFFA ST ES

DRIFTWOOD DR MED 250' NO STEFFA ST WS

INSTEAD OF:

DRIFTWOOD DR 250' NO STEFFA ST MED ES

DRIFTWOOD DR 250' NO STEFFA ST MED WS

ADDRESSES -- ABBREVIATIONS

1234 OPP = Correct Address Syntax for Light on opposite side of street from actual address.

AVE	= Avenue
BLVD	= Boulevard
CIR	= Circle
CT	= Court
DR	= Drive
END OF	
ENT	= Entrance
IRO	= In Rear Of
LN	= Lane
PKNG LOT	= Parking Lot
PKWY	= Parkway
PL	= Place
RD	= Road
ST	= Street
TERR	= Terrace
WY	= Way

Directions:

EO	= East Of
NEC	= Northeast Corner
NO	= North Of
NWC	= Northwest Corner
SEC	= Southeast Corner
SO	= South Of
SWC	= Southwest Corner
WO	= West Of



The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:			Name of Preparer:		
Employer Identification # (EIN):			Telephone: () -		
PG&E Contract Number (if any):			E-Mail:		
PG&E Project/Product:			Is Prime Contractor/Supplier CPUC Clearinghouse Certified? Yes		
Contract Duration (Year): From: To:			Is Prime Contractor/Supplier a Registered Small Business? Yes		

(1) Name of Subcontractor or Supplier	(2) / (2a) Contractor's License # / Expiration Date	(3) Union Signatory?	(4) CPUC VON ¹	(5) Small Business # ¹	(6) Small Business Code	(7) / (7a) Description of Work to be Performed or Major Materials to be Supplied / Excavation Required?	(8) Gold Shovel Status
Small Diverse Subcontractor, Inc.	123456 12/31/17	Yes	99999999	1234567	SBE-DGS	Demolition	Yes Active
NONE							

Small Business Code List

SBE-DGS A small business certified by the California Department of General Services (DGS)
SBE-SBA A small business certified by the U.S. Small Business Administration (SBA)
SBE-OTH A small business certified by another agency that issues a Small Business number

(12) Total All Subcontractors

(13) Total Self-Performed by

(14) Total Bid Value:

Signature:

DocuSigned by:

Ari Isaak

Date:

12/7/2018

I hereby certify that the information listed is true to the best of my knowledge

(15) Total CPUC Clearinghouse

(16) Total Small Business

¹ Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C13181 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. (C787) 4400009732 dated May 19, 2015 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's
Legal Name: Evari GIS Consulting, Inc.

Total Number of Pages: 4

Contractor's
Address: 3060 University Avenue
San Diego, CA 92104

Project Name: Streetlight Data Services

Job Location: Various PG&E Service Locations

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as described below, and in accordance with the guidelines and standards of the MSA.

Contractor shall provide data support for various committed streetlight projects related to public safety at various PG&E locations, on a time and materials basis per the schedule in Attachment 1 Pricing Schedule.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1 Pricing Schedule, Page 3

Attachment 2 Exhibit 1A, Page 4

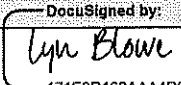
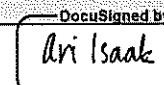
CWA TERM: This CWA is effective upon signature by both parties and expires on December 31, 2019. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of December 31, 2019.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$160,000.00 Not to Exceed Time and Material as set forth in Attachment 1 Pricing Schedule

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: EVARI GIS CONSULTING, INC.	
Signature	 171E9D162AAA4D8...	Signature	 2AD426ECD23D4BF...
Name	Lyn Blowe	Name	Ari Isaak
Title	Sr. Sourcing Specialist, Sourcing	Title	Founder and CEO
Date	1/8/2019	Date	1/7/2019



Contract Work Authorization

CWA No. C13181
Page 2 of 4

ADMINISTRATION			
PG&E Negotiator	Lyn Blowe	Contractor Representative	Ari Isaak
Phone	925.459.8016	Phone	858.633.6447
Email	C6b7@pge.com	Email	ari@sdgis.com
Accounting Reference	31382088 31049237 31400106 8178208 PR 273187		
PG&E Work Supervisor:	John Sofranac (JRSf)	Phone: (415) 290-7562	
INVOICE INSTRUCTIONS: As described in more detail in the invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	John Sofranac JRSf@pge.com	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input checked="" type="checkbox"/> ARIBA Contracts ("27" series): Buyer uploads an executed copy in Ariba.	<input checked="" type="checkbox"/> Contractor
	<input checked="" type="checkbox"/> Work Supervisor John Sofranac (JRSf)	<input checked="" type="checkbox"/> Project Manager Maylen Yue (MXy8)
	<input checked="" type="checkbox"/> Invoice Approver John Sofranac (JRSf)	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Project	Order Number	Value not to Exceed
CCSF LED Conversions	31382088	70,000.00
SF Historical Golden Triangle Streetlight Replacements	31049237	5,000.00
Systemwide LED Conversions (Decorative)	31400106	70,000.00
Field Audits	8178208	15,000.00
Total Value not to exceed		160,000.00

Term: 1/1/2019 – 12/31/2019

Total Value: Not to exceed \$160,000.00 based on time (per below schedule) and materials:

**Schedule of Rates****GIS Services**

In Office: Large-Scale Data Creation/Reconciliation	\$60/Hour
In Field: Large-Scale Data Collection	\$60/Hour
Virtual/Onsite Training and Meetings	\$80/Hour
GIS Specialist/Analyst	\$100/Hour
CAD to GIS Conversion Services	\$100/Hour
GIS Manager	\$150/Hour
Web Developer	\$150/Hour
Systems Administrator/Architect	\$150/Hour
Project Manager	\$150/Hour
Needs Assessment/Strategic Plan Services	\$150/Hour

Other Services

Miscellaneous Office Tasks	\$50/Hour
Travel	\$30/Hour

**Pacific Gas and
Electric Company**

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:			Name of Preparer:	
Employer Identification # (EIN):			Telephone: () -	
PG&E Contract Number (if any):			E-Mail:	
PG&E Project/Product:			Is Prime Contractor/Supplier CPUC Clearinghouse Certified?	Yes
Contract Duration (Year):	From:	To:	Is Prime Contractor/Supplier a Registered Small Business?	Yes

[illegible]

Small Business Code List

SBE-DGS A small business certified by the California Department of General Services (DGS)

SBE-SBA A small business certified by the U.S. Small Business Administration (SBA)

SBE-OTH A small business certified by another agency that issues a Small Business number

(12) Total All Subcontracto

(13) Total Self-Performed b

(14) Total Bid Value:

Signature:

- DocuSigned by:

Ari Isack

Date:

1/7/2019

I hereby certify that the information listed is true to the best of my knowledge

(15) Total CPUC Clearinghouse

(16) Total Small Business (

¹ Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.

Electronic Proof of Claim

Final Audit Report


2019-04-10

Created:	2019-04-10
By:	Prime Clerk E-Filing (efiling@primeclerk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA45ZDLgoxJ6c_5c-iE5yyEEWqyHq_DMED

"Electronic Proof of Claim" History

 Widget created by Prime Clerk E-Filing (efiling@primeclerk.com)

2019-04-10 - 6:40:54 PM GMT


 Eva Isaak (eva@sdgis.com) uploaded the following supporting documents:

 Attachment

2019-04-10 - 6:54:25 PM GMT

 Widget filled in by Eva Isaak (eva@sdgis.com)

2019-04-10 - 6:54:25 PM GMT- IP address: 24.248.173.182

 (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/73.0.3683.103 Safari/537.36)

2019-04-10 - 6:54:28 PM GMT- IP address: 24.248.173.182

 Signed document emailed to Prime Clerk E-Filing (efiling@primeclerk.com) and Eva Isaak (eva@sdgis.com)

2019-04-10 - 6:54:28 PM GMT

EXHIBIT B



Eva Friedberg <eva@sdgis.com>

FW: Evari Invoices #547 & 548

1 message

Yue, Maylen <MXY8@pge.com> Fri, Dec 21, 2018 at 8:58 AM
To: "Anderson, Deja" <DMAU@pge.com>
Cc: "Sofranac, John" <JRSf@pge.com>, Eva Friedberg <eva@sdgis.com>, Ari Isaak <ari@sdgis.com>, Josh Edge <josh@sdgis.com>

Deja,

You have my approval to pay the 2 attached invoices. Please let us know when completed.

Maylen (for John)

From: Eva Friedberg <eva@sdgis.com>
Sent: Thursday, December 20, 2018 5:11 PM
To: Colleen Quinones <colleen@sdgis.com>
Cc: Sofranac, John <JRSf@pge.com>; Yue, Maylen <MXY8@pge.com>; Montgomery, Daina <DUM8@pge.com>; Anderson, Deja <DMAU@pge.com>; Ari Isaak <ari@sdgis.com>; Josh Edge <josh@sdgis.com>
Subject: Evari Invoices #547 & 548

*******CAUTION:** This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*****

Hi Maylen,

Please see the attached invoices #547 and #548 for CCSF and East Bay for the month of December. Please let me know once these are approved, and I will upload to Taulia. Let me know if you have any questions.

Thank you very much, and happy holidays!

Eva

Eva Friedberg

Business Manager

Evair GIS Consulting, Inc.

San Diego, CA 92104

858.633.7447



Virus-free. www.avast.com

2 attachments



20181220_PGECCSF_547.pdf

95K



20181220_PGE_Eastbay_548.pdf

93K